



**INDIANA HOUSING & COMMUNITY
DEVELOPMENT AUTHORITY**

REQUEST FOR PROPOSALS

for

Tenant Based Rental Assistance for Refugees

**INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
30 SOUTH MERIDIAN STREET
SUITE 1000
INDIANAPOLIS, IN 46204
317-232-7777**

**ISSUE DATE: February 1, 2008
RESPONSE DEADLINE: February 18, 2008, 5:00 PM EST**



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PART 1 OVERVIEW

The Indiana Housing and Community Development Authority (IHCDA) seeks to make financial resources available for the development of tenant based rental assistance for the refugee population in Indiana to address the needs of housing costs of refugees within Indiana. To accomplish this objective, IHCDA has initiated a Request for Proposal (RFP) for the development of this housing type using HOME Investment Partnership Program funds.

1.1 IHCDA'S OBJECTIVES FOR THIS PROPOSAL

IHCDA seeks to contract with agencies that serve the refugee population in Indiana with qualified not-for-profit organizations with a 501(c)3 or 501(c)4 designation in order to provide tenant-based rental assistance to this population. IHCDA anticipates entering into a contract for such services that are detailed in the Statement of Work and Performance Requirements section of the RFP. Qualified proposals must have provided sufficient documentation for the need for such assistance within this particular service population.

1.2 PRE-PROPOSAL TECHNICAL ASSISTANCE

IHCDA staff will be available for technical assistance in completing this proposal. Technical assistance will be limited to clarification of the Statement of Work and Performance Requirements. Any potential respondents interested in technical assistance should contact Brian Philps, Assistant Manager, Community Development Department at bphilps@ihcda.in.gov or Mark Young, Chief Operating Officer at myoung@ihcda.in.gov, or by calling IHCDA at (800) 872-0371 or (317) 232-7777.

1.3 STATEMENT OF WORK AND PERFORMANCE REQUIREMENTS

A. Program Administration

All rental assistance provided in this program must meet all the HOME Investment Partnership Program requirements of 24 CFR Part 92. All proposals must be able to complete the RFP and submit information as required.

B. Funding Availability

IHCDA will make available a maximum of Four Hundred Thousand (\$400,000) to be used with submitted proposals that demonstrate a gap in financial resources to complete a project and that meet the objectives of this RFP.

C. Tenant Based Rental Assistance Requirements

All families selected as tenants must be in accordance with written tenant selection policies and criteria that are consistent with the following:

- 1) **Low-income families.** HOME funded tenant-based rental assistance may only be provided to very low- and low-income families. Incomes of tenants must be determined before assistance is provided and be re-certified annually.

At least 90 percent of units assisted with tenant-based rental assistance through HOME funds must have incomes at or below **60 percent of the Area Median Income** and the remaining 10% of families must qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later.

- 2) **Federal Preferences.** At least 50 percent of the families assisted must qualify, or would qualify in the near future without tenant-based rental assistance, for one of the two Federal preferences including: families occupying substandard housing, or families paying more than 50 percent of their annual income for rent.



- 3) All tenants assisted with HOME tenant-based rental assistance must hold legal refugee or asylee status as certified by the U.S. Government.
- 4) **Term of rental assistance contract.** Term of rental assistance contract providing assistance with HOME funds may not exceed 24 months. The term of the rental assistance contract must begin on the first day of the term of the lease. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.
- 5) **Portability of assistance.** IHCDCA requires the family use the tenant-based rental assistance within the State of Indiana's boundaries.
- 6) **Rent reasonableness.** IHCDCA will disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- 7) **Tenant protections.** The lease must comply with the requirements in 24 CFR 92.253 (a) and (b) as outlined in Attachment A.

D. Rent Restrictions

- 1) **Maximum subsidy.** The amount of the monthly assistance that IHCDCA may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by IHCDCA and 30 percent of the family's monthly-adjusted income. Please refer to the most recent HOME rent limits found on IHCDCA's Web site.

Amount of HOME funds provided for a security deposit may not exceed the equivalent of two (2) months rent.

- 2) **Utilities.** Published rent limits include the cost of any tenant-paid utilities. IHCDCA or HUD approved utility allowances for all utilities that the tenant will be responsible for must be subtracted from the published rent limits. Rent limits do not include food or the costs of supportive services.

E. Reporting Requirements

Specific information verifying income will be required annually throughout the life of the rental assistance. IHCDCA will verify all tenants assisted were eligible beneficiaries. All units must be physically inspected to ensure unit is up to code before move-in and annually thereafter. Documentation must be provided after initial inspection and at award completion.

F. Timeline

February 1, 2008 – Release Request for Proposals

February 18, 2008 – Request for Proposals due

February 28, 2008 – Final IHCDCA Board approval of contract recipients

Upon Request – Administration and reporting requirements training

G. Payment and Financing

The following are eligible costs, which will be disbursed by tenant and site address for the following specific costs:

- 1) Rental assistance and security deposit payments.
- 2) Administration and planning costs associated with HOME tenant-based rental assistance to an amount not to exceed 10 percent of total project funds requesting. Further details of eligible costs are outlined in 24 CFR section 92.207(a).



IHCDA will reimburse for eligible costs as outlined above through invoices for work completed.

HOME funds cannot be used to:

- 1) Provide project reserve accounts, except as provided in Sec. 92.206(d)(5), or operating subsidies;
- 2) Provide tenant-based rental assistance for the special purposes of the existing section 8 program, in accordance with section 212(d) of the Act;
- 3) Provide non-federal matching contributions required under any other Federal program;
- 4) Provide assistance authorized under section 9 of the 1937 Act (Public Housing Capital and Operating Funds);
- 5) Provide assistance to eligible low-income housing under 24 CFR part 248 (Prepayment of Low Income Housing Mortgages), except that assistance may be provided to priority purchasers as defined in 24 CFR 248.101;
- 6) Pay delinquent taxes, fees or charges on properties to be assisted with HOME funds.
- 7) Pay for any cost that is not eligible under Sec. Sec. 92.206 through 92.209.

1.4 FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Original should be clearly marked. The proposal should have the Proposal Cover Sheet as the cover.

Each respondent must submit only one proposal. The proposal will include all entities involved in the administration of the tenant-based rental assistance activity using HOME funds. All entities involved must retain a copy of the proposal submitted and these guidelines. Proposals that receive funding will be bound by information contained in both documents.

Proposals must be submitted in complete original form by mail or messenger to the following address:

Indiana Housing and Community Development Authority
Attn: Mark Young
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

On the due date, the applicant must submit the following:

- One (1) original RFP
- One (1) copy of the original RFP
- One (1) CD-ROM or diskette with the RFP

The deadline for submission is February 18, 2008 at 5:00 PM EST.

These items must be postmarked by the due date. Proposals received that are postmarked after the deadline will not be reviewed. If delivering proposals by messenger or in person to the IHCDA office, the proposal is due on or before 5:00 PM EST on February 18, 2008. Faxed or e-mailed proposals will not be accepted. IHCDA's offices are located on the tenth floor of 30 South Meridian Street.



PART 2 RFP PROCESS

2.1 PROPOSAL EVALUATION CRITERIA

The following will be IHCD's primary consideration in the selection of firms to receive CDBG funds:

- **Program Design**
- **Management Plan**
- **Experience**
- **Demonstrated need**
- **Organizational capacity**

2.2 SELECTION PROCESS

IHCD will evaluate the proposals based on the proposal evaluation criteria listed above. Final selection will be based on that evaluation and analysis and be at the sole discretion of the Indiana Housing and Community Development Authority.

2.3 RFP SUBMISSION ITEMS

Please address each item under each category heading. Attach sheets as necessary with the name and the RRA shown on each page. The Certification at the end of this RFP must be completed by all entities involved and should accompany the written attachments. The RFP submitted to IHCD for review should follow in this order:

- 1) Program Design: Provide a narrative regarding how this program will fit into the overall organizational strategic plan. Provide rent assistance chart.
- 2) Project Funds Requested: Provide the amount of TBRA funds your agency is applying for. This amount should be between \$175,000 and \$225,000.
- 3) Administrative Funds Requested: This amount will be 10% of the project funds you are requesting.
- 4) Total Funds Requested: This is the total of the project funds and the administrative funds requested.
- 5) Letters of support and/or Memorandum of Understanding from all agencies you will be coordinating services with (i.e. mental health counselors, job training services, English as a New Language instruction, etc.). Describe the frequency, duration and range of supportive services to be provided, participant goals and objectives, and identify the agencies that will be involved with the provision of supportive services under the TBRA program. Attach letters of support and/or Memorandum of Understanding for those agencies providing supportive services for participants in the TBRA program.
- 6) Demographics.
 - a. Population & Housing Characteristics of Target Group: Provide information describing the target group you are proposing to assist with TBRA funds.
 - b. Target Group Status: Provide the percent of target group proposed to assist with TBRA funds.
- 7) All Counties Served: List all counties in which TBRA funds will be expended.
- 8) Submittal Authorization: Complete with the name of the agency applying for funding, signature and title of the senior most person authorized to commit to this application for the agency. Type or print the name of the person signing this document as well as the date and telephone number.
- 9) Management Plan: Identify all staff that will be working with the TBRA program and their qualifications. Outline agency management plan to ensure that all HOME and IHCD regulations are followed.



- 10) Need: Explain in detail the need for this type of service in your agency's service area.
- 11) Implementation schedule by calendar quarter.
- 12) Federal Tax Return filed (Form 990) for organization for most recent tax year.
- 13) Matching funds: Listing of the types and amounts of HOME-eligible match that will be generated (minimum of 25% required). Listing of any shared IHEDA HOME banked match being utilized from another entity if applicable.
- 14) Be authorized to do business in the State of Indiana as acknowledged by providing a Certificate of Existence from the Secretary of State. Not applicable for local units of government.



PART 3 TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

1. This RFP is a request for the submission of proposals, but is not itself an offer and shall under no circumstances be construed as an offer.
2. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any proposals have been submitted or received.
3. IHCDCA may reject any or all submissions submitted in response to this request at any time prior to entering into a written agreement.
4. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
5. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
6. Each respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of proposals submitted hereunder or for any costs or expenses incurred during negotiations.
7. By submitting a response to this request, each respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of a respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.



PART 4 CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in this proposal and any attachments are true and correct. I certify that no employee, IHCD member, or agent of IHCD has assisted in the preparation of this proposal outside of the pre-proposal technical assistance as outlined in the RFP. I acknowledge that I have read and understand the requirements and provisions of this RFP.

I _____ am the _____ of the
(type or print name of signatory authority) *(highest elected official)*
 entity named as bidder and respondent herein, and I am legally authorized to sign this proposal
 and submit it to the Indiana Housing and Community Development Authority on behalf of said
 entity.

Signed: _____

Name: _____

Title: _____

Date: _____

Entity Name: _____



PART 5 CERTIFICATION OF ENTITIES

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by the entity I represent. I certify that no employee, IHCD member, or agent of IHCD has assisted in the preparation of this proposal outside of the pre-proposal technical assistance as outlined in the RFP. I acknowledge that I have read and understand the requirements and provisions of this RFP. I am legally authorized to sign this proposal and submit it to the Indiana Housing and Community Development Authority on behalf of the entity I represent.

Lead Entity:

Entity name: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Additional Entities:

Entity name: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Entity name: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Entity name: _____

Signed: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT A:

Tenant and participant protections (24 CFR Sec. 92.253)

(a) **Lease.** The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

(b) **Prohibited lease terms.** The lease may not contain any of the following provisions:

(1) **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(2) **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;

(7) **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(8) **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

